

CONSIGNMENT AGREEMENT

ATTACHMENT (REFERENCE PARAGRAPH 2, PAGE 2)

The Vendor agrees to provide:

600 Two-Park (Theme & Safari Admission) @ \$26.00 each for a total of \$15,600.00.

200 Junior Theme @ \$22.50 each for a total of \$4,500.00.

400 Hurricane Harbor Admission @ \$20.99 for a total cost of \$8,396.00.

400 Season Passes (Theme Park) @ \$62.50 for a total of \$25,000.00

100 Hurricane Harbor Season passes @ \$62.50 for a total of \$6,250.00

300 Early Bird Passes @ \$23.00 for a total of 6,900.00

The combined total cost is \$66,646.00.

These tickets are good for the 2001-2002 Season. Tickets are to be ordered as needed by ITT personnel, amounts not to exceed contract.

Accurate records will be maintained by the vendor, and the NAFI will acknowledge receipt of and return of consigned tickets by proper completion of a Consignment Control Sheet (DA Form 57551-R).

These tickets are being purchased for resale by the Community Center, Building 552 Malterer Avenue, Fort Monmouth, NJ 07806 and are exempt from all state and local taxes. Point of Contact for the IMWRF Fort Monmouth is Mrs. Maritza Rivera, Ph. (732) 532-3077.

Tickets shall be delivered to:

Program Team Office

Building 552

Fort Monmouth, NJ 07703

and signed for by authorized MWR Personnel.

All unused tickets will be turn into the contractor by the NAFI within 5 days after the end of the season. Checks (include account number on check) are to be made payable to Six Flags Great Adventure.

The NAF Financial Services, Attn: Fort Monmouth, P.O. Box 6111, Texarkana, TX 75506-6111 will remit payment to Six Flags Great Adventure.

CONSIGNMENT AGREEMENT - SHORT TERM (Nonappropriated Fund)

5. CANCELLATION OF EVENT. The Vendor and NAFI agree to take the following actions within

N/A calendar days after an event is canceled.
(Enter number of days)

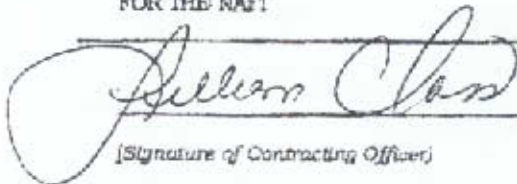
- a. The Vendor will refund to the NAFI all monies for tickets previously paid for the NAFI.
- b. The NAFI will return all unused tickets by certified mail or hand carry them to the Vendor.

7. AGREEMENT CONTENTS. This Consignment Agreement consists of the following.

- a. Consignment Agreement, pages 1 through 3.
- b. DA FORM 4074-R. (Contract Clauses) (Nonappropriated Fund Supply and Service Contracts).
pages 4 through 4.

8. We the undersigned, have read, understand, and agree to the preceding articles.

FOR THE NAFI



(Signature of Contracting Officer)

William Class

(Type or Print Name)

HQ AMC MWR NAF Contracting Office
5001 Eisenhower Avenue
Attn: AMCPD-MS (7N51)
Alexandria, VA 22333-0001

(Address)

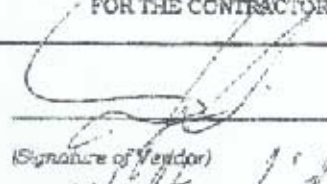
(703) 617-4605

(Phone No.)

4/2/01

(Date Signed)

FOR THE CONTRACTOR



(Signature of Vendor)

Walter Leil

(Type or Print Name)

Six Flags Great Escape

Rte 537, P.O. Box 120

Jackson, NJ 08527

(Address)

(732) 923-2000 Ext. 2864 (Phone No.)

02-02-2001

(Date Signed)

NAFET1-01-H-0026

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CONSIGNMENT AGREEMENT (Nonappropriated Funds)
For use of this form, see AR 215-4. the proponent agency) is ODCSPER

AGREEMENT NUMBER NAFET1-01-H-0026

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN HQ. AMC NAF Contracting
A Nonappropriated Fund Instrumentality of the United States Army (*hereinafter called the NAFI*) and
National Aquarium in Baltimore (*hereinafter called the Vendor*).

1. TICKETS. The Vendor agrees to provide SEE ATTACHED on consignment of the NAFI.
2. PERIOD OF CONSIGNMENT. All tickets accepted will remain in the custody of the NAFI until SEE ATTACHED or as otherwise provided in this agreement.
3. CONSIGNMENT CONTROL SHEET. A DA FORM 5755-1-R (*Consignment Control Sheet*) will be used by the NAFI and Vendor to control tickets on consignment. (See DA FORM 5755-1-R).
4. The Vendor agrees to:
 - a. Furnish tickets in the quantity and at the prices stipulated in the agreement or on DA FORM-1-R.
 - b. Upon request by the NAFI furnish tickets, if available.
 - c. Furnish, free of charge, reasonable amounts of promotional material such as brochures, posters, fliers, etc., as available for the NAFI to use in advertising.
 - d. Not represent in any manner, expressly or by implication, that tickets furnished under this agreement is approved or endorsed by any element or endorsed by any element of the United States Government.
5. The NAFI agrees to:
 - a. Assume full responsibility for consigned tickets and pay the Vendor the price agreed to on the DA FORM 5755-1-R for all unreturned tickets.
 - b. Post advertisements of events by use of promotional materials furnished free of charge by the Vendor.
 - c. Remit payment at the agreed price tickets sold, no later than NET 5 days after the date stipulated in paragraph 2 above. (enter number of days)
 - d. Return all unsold tickets in person or by certified mail at the time final payment is made to the Vendor.